

11/7 to be
with
6 May 1949

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Office of the General Counsel

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1. A Certificate of Award was issued to the [redacted]
[redacted] for the transportation and shipment of supplies amounting
to 23 tons 319 pounds at a rate per ton from [redacted] STATINTL

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The contractor was required to provide a sufficient number of
trucks to move the entire shipment on the day of arrival. He was also
required to load the trucks at origin and unload at destination. It
appears that a portion of the goods was erroneously withheld by the
shipping agent and that another part, consisting of a 10,000 gal. tank,
was not immediately unloaded. Consequently, the contractor incurred ad-
ditional charges over and above the amount of the contract for which
he now claims payment.

2. It appears that some additional information will be necessary
in order to provide an accurate opinion in this case and it will be
appreciated if you can obtain information in answer to the following
points:

- a. Did the contractor inquire beforehand whether a crane
would be necessary?
- b. Was the delay in unloading the tank due to the lack of
cranes at the dockside or was it due to dilatory lighter service?
- c. Were sufficient trucks provided on time to comply with
the contract if there had been no cause for delay?
- d. Could the contractor reasonably have anticipated the delay?
- e. Was it reasonably necessary to require the trucks to stand
by for a period of three days?
- f. Was a special type truck required to carry the tank?
- g. How was the tank finally loaded on the truck?
- h. Were the boxes withheld by the shipping agent part of the
anticipated cargo within the contractual quantity?
- i. If answer to h. is affirmative, why was an additional truck
required to carry these boxes?

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